

**AGREEMENT FOR CONSTRUCTION SERVICES**

Between

Joint Pacific County Housing Authority

and

[REDACTED]

THIS AGREEMENT, entered into on the date the last party to this Agreement signs the Agreement, is made by and between the Joint Pacific County Housing Authority, hereinafter referred to as “JPCHA”, and [REDACTED], hereinafter referred to as the “Contractor”.

WHEREAS, JPCHA advertised a Request for Proposal (RFP) [and addenda(specify if applicable)] to provide JPCHA with Construction Services, such work referred to as the “Scope of Work”; and

WHEREAS, the Contractor represents that it is qualified, duly authorized and willing to provide the requested services in the manner described in the RFP, Attachment A.

NOW THEREFORE, in consideration of the terms, conditions and covenants contained herein, or attached, incorporated and made a part hereof, the parties hereto agree as follows:

**SECTION 1 - SCOPE OF SERVICES.** The Contractor shall perform such construction as required by JPCHA to complete the [REDACTED] [insert name] Project as defined in Attachment A, the Request for Proposals (RFP) issued by JPCHA (“the Project”), and in Attachment B, the Contractor’s [REDACTED], 20 proposal in response to the RFP, including the Contractor’s “Fee Schedule/Cost”. Attachments A and B are both hereby included and made part of this Agreement.

**SECTION 2 - TIME FOR BEGINNING AND COMPLETION, AND LIQUIDATED DAMAGES:** Contractor shall not begin any work under the terms of the Agreement until authorized to do so by issuance of a notice to proceed in writing by JPCHA. Prior to commencing work on the Project, Contractor shall submit a proposed progress schedule which shall be subject to JPCHA’s approval. The Project must be completed by [REDACTED] [insert date] (“Completion Date”), unless, at the discretion of JPCHA, a written amendment to this Agreement is executed between the parties extending the Completion Date. If the Project is not completed by the Completion Date, then, because of the difficulty in computing the actual damages to JPCHA arising from any delay in completing the Project work, it is agreed by the parties that Contractor shall pay JPCHA \$ [REDACTED] [specify daily liquidated damages dollar amount] for each calendar day that the work remains incomplete after expiration of the specified completion date. The parties agree that such amount represents

a reasonable forecast of the actual damages JPCHA will suffer by failure of the Contractor to complete the work within the agreed upon time. The execution of this Contract constitutes acknowledgement by the Contractor that the Contractor has ascertained and agrees that JPCHA will actually suffer damages in the above amount.

**SECTION 3 – PROJECT COST AND PAYMENTS:** JPCHA shall pay Contractor up to \_\_\_\_\_ dollars and Zero cents (**fill in numerals**) ("Project Cost") for construction services rendered under this agreement consistent with the hourly rates and materials expenses, materials expenses are exhibited in the Contractor’s “Fee Schedule/Cost” in Attachment B to this Agreement. Per RCW 35.82.210 and WAC 458-20-17001(3) and -189(6), JPCHA payments shall not include retail sales tax. The Project Cost compensation shall constitute full and complete payment for work performed and construction services rendered, and includes all costs associated with the Project, including, but not limited to labor, materials, overhead, administrative, and permit and regulatory costs, unless otherwise agreed to by the parties in writing. The Project Cost shall be payable not more than monthly, in the following manner: on or before the \_\_\_\_\_th day of each month, Contractor shall submit a detailed monthly pay application for all services and/or reimbursable expenses provided describing in reasonable and understandable detail the work completed during the previous month, the progress of the work, and the requested payment in an amount proportionate to the work completed. The pay application shall include invoices and progress reports prepared by the Contractor detailing the work performed. JPCHA shall pay the pay application within thirty (30) days after approval of the pay application, pursuant to the terms below:

- a. In cases of single payment, JPCHA shall make payment only after all appropriate releases are submitted.
- b. In cases of multiple payments, JPCHA shall retain any monies as may be required by RCW 60.28 and pay the retainage as provided therein..

Pay applications, invoices and progress reports shall be mailed to the attention of:

**Lisa Lopez**  
**Finance Director**  
**Joint Pacific County Housing Authority**  
**820 11<sup>th</sup> Ave.**  
**Longview, WA 98632**

**SECTION 4 - RESTRICTIONS UPON TRANSFER:** The Contractor shall not assign or subcontract any of its rights or obligations under this Agreement, or subcontract or transfer any services, obligations, or interest in this Agreement unless the Contractor’s intent assign or subcontract was included in the Contractor’s response to the RFP and such plan to assign or subcontract services is specifically approved in writing by JPCHA. Any such approved assignment or subcontract shall be subject to each provision of this Agreement and any procurement procedures required by JPCHA, the State of Washington, or the United States. Notwithstanding approval of an assignment of a

subcontract, Contractor shall remain responsible for proper performance of all of the Contractor's obligations under this agreement.

In the event the Contractor subcontracts for work or services to be provided under this contract, the Contractor shall cause all applicable provisions of this Agreement to be inserted in all its subcontracts. The Contractor shall inform JPCHA of such actions and receive its approval before entering into subcontracts.

**SECTION 5 - SUBSTITUTIONS.** Any Contractor personnel (if any) identified in Attachment B ("key personnel") are essential to the work effort. No substitution for such key personnel shall be made by the Contractor without the prior written consent of JPCHA. Prior to substituting for any key personnel, the Contractor shall notify the JPCHA reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the Contract. N\.

**SECTION 6 - DISPUTES.** The parties shall make a good faith effort to resolve any dispute arising under this Agreement. Any such dispute which is not resolved by agreement between the Contractor and the JPCHA Representative shall be submitted in writing to JPCHA's Executive Director ("ED") for resolution. At his /her sole discretion, the ED may invite either or both parties to present their respective positions on the issue(s). After giving full consideration to the disputed issues, the ED shall issue a written, reasoned decision, and mail or otherwise furnish a copy thereof to the JPCHA Representative and the Contractor.

If the dispute is not resolved to the satisfaction of the Contractor by the ED's decision, the Contractor shall submit the dispute to mediation. Mediation shall be initiated by filing a written demand, which shall specify in detail the facts of the dispute and the remaining issues to be resolved. Within ten (10) days of the date of delivery of the demand, which shall not be more twenty-one (21) days after the date on which the ED issued his opinion, the matter shall be submitted to the Judicial Arbitration and Mediation Services (JAMS) in Seattle, Washington. JAMS shall designate the mediator and establish the rules and procedures for mediation. The mediator's fee shall be divided equally between the parties.

If the parties fail to settle the dispute through mediation, the dispute shall be settled by binding arbitration administered by the Judicial Arbitration and Mediation Services (JAMS) in Seattle. Notwithstanding any contrary provision of those rules, the arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of Washington. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. During this period, the Contractor shall continue to diligently perform the work specified under this Agreement unless explicitly instructed in writing not to do so by the ED of JPCHA.

**SECTION 7 - COMPLIANCE WITH LAWS.** In performing work and providing construction services under this Agreement, the Contractor shall comply with all applicable Laws of the United States, the State of Washington; the Charter and Ordinances of the City of

[REDACTED]; and the rules, regulations, orders and directives of their administrative agencies and the officers thereof. Such provisions include, but are not necessarily limited to:

- A. **ANTI-LOBBYING CERTIFICATION:** No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or City attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with a federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.

The Contractor further agrees to include the language of this certification in the award documents for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements and that all subrecipients and subcontractors shall certify and disclose accordingly.

- B. **NONDISCRIMINATION/EQUALITY OF OPPORTUNITY:** The Contractor shall comply with non-discrimination and equal opportunity provisions of the Laws and Regulations of the United States, the State of Washington, the Charter and Ordinances of the City of [REDACTED] and their derivative administrative regulations and procedures.

**SECTION 8 CONTRACTORS:**

- A. **REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR:** Since the Contract Documents (defined in Attachment A, the Request for Proposals (RFP) issued by JPCHA) are complementary before starting each portion of the Work, the Contractor shall carefully study and compare the various drawings and other Contract Documents relative to that portion of the Work, as well the information furnished by the Owner, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, any errors, omissions or inconsistencies discovered by the Contractor shall be reported promptly to the ED as a request for information.

Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the ED.

- B. SUPERVISION AND CONSTRUCTION PROCEDURES:** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall be fully and solely responsible for the jobsite safety thereof, including in instances where the Contract Documents give specific instructions concerning Construction means, methods, techniques, sequences or procedures..

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

- C. LABOR AND MATERIALS:** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work whether temporary or permanent and whether or not incorporated or to be incorporated in the work.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect/Project Manager and in accordance with a Change Order.

- D. WARRANTY:** The Contractor warrants to the Owner and Architect/Project Manager that materials and equipment furnished under the Contract will be of good quality and new unless otherwise specified by the Contract Documents, that the work will be free from defects in workmanship and materials, and that the work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective, and subject to corrective orders in JPCHA's discretion. Contractor shall transfer to JPCHA all written warranties related to the Work performed and equipment installed. Contractor guarantees payment of all obligations incurred in this Work until final acceptance of the Work and consistent with the Contract Documents.

**E. TAXES:** The Contractor shall pay sales, consumer, use and other similar taxes which are legally enacted when bids are received or negotiations concluded.

**F. PERMITS, FEES AND NOTICES:** Unless otherwise provided in the Contract Documents; the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the work.

The Contractor shall comply with and give notices required by laws, ordinances, rules; regulations and lawful orders of public authorities applicable to performance of the work. The Contractor shall promptly notify the ED if the Drawings and Specifications are observed by the Contractor to be at variance therewith. If the Contractor performs work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the ED, the Contractor shall assume appropriate responsibility for such work and shall bear the costs attributable to correction.

**G. SUBMITTALS:** The Contractor shall review for compliance with the Contract Documents, approve in writing and submit to the ED Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness. The work shall be in accordance with approved submittals. Shop drawings, product data, samples and similar submittals are not contract Documents.

**H. USE OF SITE:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions.

**I. CUTTING AND PATCHING:** The Contractor shall be responsible for cutting, fitting, or patching required to complete the work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting or patching, unless otherwise required by the Contract documents.

**J. CLEANING UP:** The Contractor shall keep the premises and surrounding area free from accumulation of Waste materials or rubbish caused by operations under the Contract At completion of the work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material.

**K. ROYALTIES, PATENTS AND COPYRIGHTS:** The Contractor shall pay all royalties and license fees; shall defend suits or claim for infringement of copyrights and patent rights and shall hold the Owner and Architect/Project Manager harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is

required by the Contract Documents, or where the copyright violations are contained in Drawings; Specifications or other documents prepared by the JPCHA, unless the Contractor has reason to believe that there is an infringement of patent or copyright and fails to promptly furnish such information to the ED.

- L. The Contractor shall provide the Owner and Architect/Project Manager access to the Work in preparation and progress wherever located.

**SECTION 9 – CHANGES TO WORK; EXTRA WORK:** JPCHA may issue oral or written directives to change the timing, sequence or content of the Work or materials on the Project. In such event, if Contractor seeks an equitable adjustment to the Project Cost or Completion date arising from such directives, Contractor shall file a written notice for any equitable adjustment to the Project Cost within twenty-four (24) hours of the JPCHA's written change or oral order or oral change order. No more than five (5) days thereafter, Contractor shall then file a written claim with JPCHA, stating the amount claimed, supported by appropriate documentation. Failure to timely provide written notice and claim under the terms of this Contract constitutes waiver of such claim. In no case, shall a claim for equitable adjustment be allowed if submitted after the Project has reached final acceptance by JPCHA. JPCHA shall issue a written determination on a Contractor request for equitable adjustment within fifteen (15) days of receipt a timely submitted request and supporting documentation. Such determination shall be final. Contractor shall comply with any written or oral change order irrespective of JPCHA's determination on a request for equitable adjustment.

JPCHA may desire to have the Contractor render construction services in connection to this project in addition to the items specified in Attachment A and B. Such construction services shall be considered to be extra work and will be specified in a written supplement to this Agreement which shall set forth the nature and scope of the additional work as well as the level, maximum amount and methods of compensation to the Contractor for the additional work to be performed. Such additional services shall not be initiated until notice to proceed is issued in writing by JPCHA.

In the event that the JPCHA may desire to have the Contractor render additional services, The Contractor shall provide supporting cost information in sufficient detail to permit the JPCHA to perform the required cost or price analysis required pursuant to 24 CFR 85.36 (f) prior to the issuance of a contract modification/amendment for such services.

**SECTION 10 - INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR/VENDOR shall indemnify, defend, and hold harmless PROPERTY OWNER, and its agents, affiliates, employees, managers, officers, other contractors, heirs and assigns (hereinafter "Indemnified Parties") from and against any and all liability, claims, damage, costs, expenses, awards, fines, judgments, and attorneys' fees (including, without limitation, expert witness fees and other litigation expenses) of every nature arising out of or in connection with CONTRACTOR/VENDOR's performance of work hereunder, or work of its agents, employees, subcontractors and/or independent contractors, or their failure to comply with any of its obligations contained in the agreement, except where the

claims are caused by or resulting from the sole negligence of Indemnified Parties, and only to the extent of CONTRACTOR/VENDOR's negligence where the claim is caused by or resulting from the concurrent negligence of Indemnified Parties and CONTRACTOR/VENDOR, including its agents or employees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to PARTIES.

The indemnification obligations of CONTRACTOR/VENDOR under this Agreement shall not be limited by the amounts or types of insurance (or the deductibles or self-insured retention amounts of such insurance) which CONTRACTOR/VENDOR is required to carry under this Agreement. Indemnified Parties' right to indemnification from CONTRACTOR/VENDOR under this section shall be independent of Indemnified Parties' rights under the insurance to be provided by CONTRACTOR/VENDOR under this Agreement.

CONTRACTOR/VENDOR's duty to defend the Indemnified Parties is entirely separate from, independent of, and free-standing from CONTRACTOR/VENDOR's duty to indemnify the Indemnified Parties, including, without limitation, the defense of the Indemnified Parties against claims for which the Indemnified Parties (or any of them) may be strictly liable and applies whether the issue of CONTRACTOR/VENDOR's liability, breach of this Agreement or other obligation, or CONTRACTOR/VENDOR's responsibility has been determined and whether the Indemnified Parties (or any of them) have paid any sums or incurred any detriment, arising out of or resulting directly or indirectly from CONTRACTOR/VENDOR's performance of the Work. Such defense obligation shall arise immediately upon presentation of a claim by any Person which arises out of or is connected to the Work performed by CONTRACTOR/VENDOR or any of its Agents and written notice of such claim being tendered to CONTRACTOR/VENDOR.

**SECTION 11 - INSURANCE:** Prior to undertaking any work under this Agreement, the Contractor shall procure and maintain continuously for the duration of this agreement, insurance coverage as specified below, in connection with the performance of the work of this Agreement by the Contractor, its agents, representatives, employees and/or subcontractors.

**A. GENERAL REQUIREMENTS:** All work covered by this agreement done at the site of construction or in preparing or delivering materials to the site shall be at the risk of the Contractor alone.

To the greatest extent permitted by law, Contractor shall defend, indemnify and hold JPCHA and Clark County Dept. of Community Services and their respective employees, agents, and officers ("Indemnitees") harmless from and against any and all claims, losses, damages, or other liabilities, (including any costs, expenses or fees, attorney's fees, Contractor and expert witness fees, investigation and/or court costs) on account of bodily injury, disease or death of any person (including employees of Contractor or its sub-subcontractors), or loss, injury, damage or destruction of any property, including any work on the Project itself, directly or indirectly, allegedly or

actually caused by, arising out of, or resulting from Contractor's presence or any of Contractor's work, or the work of its subcontractors at or off the jobsite, or any party for whom Contractor may be legally liable. Contractor's defense and indemnity obligations are not limited by Contractor's requirement to provide the insurance coverages specified herein, including, but not limited to, the coverage of any workers' compensation, disability benefit or other statute.

The following is specifically understood and agreed: 1) Contractor's defense obligations hereunder extend to any claimed damages or loss arising out of Contractor's work even if such loss is alleged to have been caused by negligence of Indemnitees; 2) Contractor's indemnity obligations hereunder shall include all loss or damage arising from its work which may have been caused in part by negligence of Indemnitees, but if a court of competent jurisdiction determines that this contract is subject to RCW 4.24.115, Contractor's obligation to defend, indemnify, and hold harmless JPCHA, its officers, employees, agents and volunteers shall be limited to the extent of the JPCHA's negligence; and 3) for the purposes of this indemnification, Contractor specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW, and this waiver has been mutually negotiated and agreed to by the parties.

Contractor shall assume all liability for management, storage, containment, use, transport or disposal of any and all hazardous or toxic material associated with Contractor's or its subcontractors' Work, in strict compliance with all federal, state and local laws and regulations regarding such materials. Contractor's defense and indemnity obligations owed to Owner and Project Manager shall fully extend and apply to all claims, losses, damages, clean-up requirements or other liabilities arising out of Contractor's management, use, storage, transport, containment, or disposal of any hazardous or toxic materials.

The provisions of this Section 11.A shall survive the expiration or termination of this Contract.

**B. CONTRACTOR'S INSURANCE:** Before Contractor may enter or deliver material or equipment to the jobsite, render invoices, or be paid for any work, Contractor shall provide Owner and Project Manager written proof that it has the following insurance:

**(1) Commercial General Liability** covering bodily injury, property damage and personal injury liability for all premises and operations of Contractor in connection with this Project on ISO form CG 00 01 ("occurrence form") with defense in addition to limits of liability. Coverage shall include: contractual liability (with defense for indemnitees); products and completed operations liability; independent contractors liability; broad form property damage liability (including completed operations); waiver of insurer's rights of subrogation

against Owner and Project Manager; no exclusion for loss from explosion, collapse or underground (XCU) hazards; CG 00 57 9/99 or equivalent if “known” or “continuing damage” loss is limited; Owner and Project Manager as Additional Insured’s for liability arising out of Contractor’s work - ISO endorsement CG 20 10 11 85 (or both new forms CG 20 10 and CG 20 37). Coverage for Owner and Project Manager as insured’s for Contractor’s completed operations shall be continued for as long as Owner and Project Manager may be exposed to liability arising from Contractor’s work. Coverage of additional insured’s shall be primary and non-contributory; deductibles or self-insured retentions, if any, are to be approved by Owner and shall be entirely at Contractor’s expense. Limits of liability shall be no less than \$ \_\_\_\_\_ [amount] (Owner’s decision) per each occurrence, \$ \_\_\_\_\_ [amount] (Owner’s decision) per project general aggregate, \$ \_\_\_\_\_ [amount] (Owner’s decision) aggregate limit for products/completed operations.

**(2) Workers’ Compensation** fully complying with laws of all states and jurisdictions in which Contractor performs its work. Policy shall waive subrogation against Owner and Project Manager.

**(3) Employer’s Liability** with limits not less than \$1,000,000 each accident, \$1,000,000 aggregate for occupational disease. Coverage may be supplied either by Contractor’s workers' compensation or commercial general liability policy.

**(4) Business or Commercial Auto Policy** covering all owned, non-owned, hired, rented or borrowed autos (Symbol 1, Any Auto), with limits no less than \$1,000,000 each accident. Policy insurer shall waive subrogation against Owner and Project Manager.

**(5) Contractors Professional Liability Insurance** shall be required of any and all design, engineering or other professionals engaged by Contractor in the Project covering any negligent act, error or omission arising from professional services performed for this Project with limits of at least \$1,000,000 each claim or higher limits as Owner may deem appropriate for the Work, bearing in mind that Professional Errors and Omissions (E&O) policies are normally written on a "claims made" basis with defense included in limits. Coverage shall continue for three years following completion of the Project, either by annual renewals or by extended reporting provision. Certificates of Insurance must be provided to both Owner and Project Manager indicating the coverage and coverage/reporting extensions.

**(6) Certificates of All Policies** shall be provided before work may be started, giving evidence of coverage issued by insurers permitted to write insurance in the state where the work is to be performed, with current A M Best ratings of A-VII or better, and providing Owner and Project Manager with unconditional thirty (30) day written notice of cancellation and evidence of appropriate additional

**Commented [BS1]:** Does JPCHA need recommendations for these limits? Can be project specific, but municipal risk pools typically recommend \$1M per occurrence and \$2M aggregate, if not higher.

insured and primary noncontributing endorsements on the general liability insurance.

**(7) Subcontractors:** Contractor shall impose these insurance requirements upon each of its subcontractors and Contractors, and shall require each to include Contractor, Owner and Project Manager as additional insured's for operations and completed operations under their respective general liability policies on primary and noncontributing terms. Contractor shall require each subcontractor and Contractor to provide a certificate of insurance for Owner and Project Manager, with unconditional thirty (30) day written notice of cancellation and copies of endorsements giving evidence of appropriate additional insured and primary noncontributing terms in favor of Owner and Property Manager.

**SECTION 12 - NOTICE OF APPROVAL:** Whenever notice is required to be given under this agreement, it shall be given in writing, and such notice shall be given by certified or registered mail to the following respective addresses or to such subsequent respective addresses as either party may hereafter designate in writing:

**JPCHA**      Joint Pacific County Housing Authority  
820 11<sup>th</sup> Ave.  
Longview, Washington 98632  
Attn.: Executive Director

**Contractor** \_\_\_\_\_  
Attn: \_\_\_\_\_

Notice sent by mail shall be deemed to have been given three (3) days after proper mailing, and the postmark affixed by the U. S. Post Office shall be conclusive evidence of the date of mailing. Approvals, where required by this Agreement, shall be effective in the same manner.

**SECTION 13 - STATUS OF CONTRACTOR AND EMPLOYEES:** Neither the Contractor, the Subcontractor, employees, agents, or volunteers of the Contractor or Subcontractor, shall be deemed or represent themselves as employees of JPCHA or the grantor funding this project on account of the services performed in connection with this contract.

**SECTION 14 - TERMINATION AND SUSPENSION:** Either party to this agreement may terminate this Agreement for any reason by providing written notice to the other party thirty (30) days prior to the effective date of termination. JPCHA may terminate this Agreement upon seven (7) days' notice in the event that:

- A. The quality of construction service or materials provided by the Contractor is, as determined by JPCHA, below standard, late or otherwise unacceptable; or

- B. The Contractor fails to provide the construction services called for by this Agreement, including the scope of work included in Attachment A, within the time specified; or
- C. Federal, state, or local funds allocated by JPCHA for this project are or become no longer available to JPCHA for the purpose of conducting the project or compensating the Contractor.

JPCHA may suspend, without recourse, the Contractor's obligation to render services to JPCHA, and JPCHA's obligation to pay for further services, by providing written notice to the Contractor, specifying the effective period of such suspension.

In the event of the termination and/or suspension of this agreement, Contractor shall be compensated for work completed at the time Contractor is informed of the termination and/or suspension and reimbursed for expenses incurred to date.

**SECTION 15 - OWNERSHIP:** All records, reports, documents and other materials produced in connection with or provided to JPCHA under the terms of this Agreement shall become the property of JPCHA, and JPCHA hereby grants the Contractor the right to reproduce, use, and modify such materials, without cost, at the Contractor's discretion without further permission from JPCHA. The Contractor will ensure such action follows any and all Federal and State regulations and that JPCHA's privacy rights are protected.

**SECTION 16 - RENEWALS AND EXTENSIONS:** The parties may mutually agree, in writing, to extend the term of this Agreement. Upon the completion of the extended date of this Agreement it shall expire unless JPCHA gives prior notice that the Agreement shall be extended, and both parties sign an amendment to this Agreement extending the term.

**SECTION 17 - COMPLETE AGREEMENT:** This Agreement, consisting of Sections 1 through 18 of this document, Attachments A and B (Request for Proposal and Contractor's Proposal) contains all covenants, stipulations and provisions agreed upon by the parties. In the event of inconsistencies in language between this Agreement, Attachment A (the Request for Proposal), and Attachment B (the Contractor's Proposal), the order of precedence shall be this Agreement, then Attachment A, and finally Attachment B. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an Amendment to this Agreement.

**SECTION 18 - EXECUTION AND ACCEPTANCE:** This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Contractor does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_ by having their representatives affix their signature below.

Joint Pacific County Housing Authority  
820 11<sup>th</sup> Ave.  
Longview, WA 98632



\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

